

form the work required of them. Lawrence, J., who tried the action, found as facts, that the vehicles in question had not a distinctive trade name, that the buyers relied on the defendants judgment; and that the vehicles were inadequate, and he gave judgment for the plaintiff, which the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) affirmed, their Lordships holding that under s. 1^d of the Sale of Goods Act there was an implied warranty that the goods were reasonably fit for the purpose they were required—and that the defendants were not protected from liability by the proviso relating to the purchase of goods known by a patent, or trade name, as to which there is no warranty except that they are in fact of the character contracted for.

SHIP -- CHARTER-PARTY — OPTION TO CANCEL CHARTER-PARTY IF VESSEL DOES NOT ARRIVE BY FIXED DATE—TIME FOR EXERCISING OPTION.

Moel Tryvum Ship Co. v. Andrew (1910) 2 K.B. 844. In this case the defendants chartered a ship from the plaintiffs which was to go with all convenient speed to Newcastle, N.S.W., and there load a cargo of coal which the defendants bound themselves to ship. The defendants had an option, however, to cancel the charter-party if the ship had not arrived at Newcastle by December 15, 1907. The ship did not in fact arrive at Newcastle until 15 June, 1908. As soon as 15 December, 1907, had passed, the plaintiffs called on the defendants to exercise their option, but they refused to do so; but on the arrival of the ship in June, 1908, they then exercised their option and cancelled the charter-party. The plaintiff sued for a breach of contract, but Bray, J., who tried the action held that the plaintiffs were bound to send the ship to Newcastle notwithstanding it could not be got there by the date named, and that the defendants could not be called on to exercise their option until the ship was there. The action was therefore dismissed, and the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Kennedy, L.JJ.) affirmed the decision.

SALE OF GOODS — DELIVERY IN INSTALMENTS — ACCEPTANCE OF FIRST INSTALMENT—REJECTION OF SUBSEQUENT INSTALMENTS — UNMERCHANTABLE—IMPLIED CONDITION AS TO FITNESS.

Jackson v. Rotax Motor Co. (1910) 2 K.B. 937 was an action by the vendor of goods to recover the price of goods which had